

---

# **STATELINE CRUDE, LLC**

**Filed on:**

**Feb 21 2024**

**Gas Services Department  
Railroad Commission of Texas**

**CONTAINING**

**RATES**

**GOVERNING**

**THE TRANSPORTATION OF**

**CRUDE PETROLEUM**

**BY**

**PIPELINE**

**WITHIN THE STATE OF TEXAS**

---

Rates herein are governed by Rules and Regulations published in Stateline Tariff No. 1.0.0 or successive issues thereof.

The rates named in this tariff are expressed in dollars per Barrel of 42 U.S. Gallons and are subject to change as provided by law.

The provisions published herein will, if effective, not result in any effect on the quality of the human environment.

---

Operated Under T-4 Permit No. 09651

TX RRC P-5 No. 816087

---

Issued and Compiled By:  
Mark DeRusse  
SVP, Business Development  
Howard Midstream Energy Partners, LLC  
16211 La Cantera Parkway, Suite 202  
San Antonio, TX 78256  
(210) 298-2222

LOCAL RATES (RATES UNCHANGED UNLESS OTHERWISE NOTED)		
FROM	TO	RATE IN DOLLARS PER BARREL
Each Tank Battery and/or other point of connection located in Loving County, Texas at which Carrier is physically able to receive Crude Petroleum into Carrier's System. Committed Shipper <sup>1., 2., 3.</sup> 20-Year Acreage Dedication > 30,000 Acres	Stateline – Andeavor Logistics RIO Pipeline Interconnection OR Stateline – Plains Pipeline Interconnection OR Stateline – Oryx Interconnection  Loving County, TX	[D] <u>\$0.9621</u>
Uncommitted Shipper <sup>4</sup>		[D] <u>\$0.9492</u>
Covington Lease Tank Battery Blk 57 T1 Section 46 Reeves County, TX Committed Shipper <sup>1., 2., 3</sup>	Plains Pipeline 285N Station Reeves County, TX	[D] <u>\$0.3720</u>
Uncommitted Shipper <sup>4</sup>		[D] <u>\$0.3592</u>
Each Tank Battery and/or other point of connection located in Eddy, County, New Mexico at which Carrier is physically able to receive Crude Petroleum into Carrier's System. Committed Shipper <sup>1., 2., 3.</sup> 20-Year Acreage Dedication > 30,000 Acres	Stateline – Andeavor Logistics RIO Pipeline Interconnection OR Stateline – Plains Pipeline Interconnection OR Stateline – Oryx Interconnection  Loving County, TX	[D] <u>\$0.9621</u>
Uncommitted Shipper <sup>4.</sup>		[D] <u>\$0.9492</u>
Tarheel Tank Battery(ies) located in Eddy County, New Mexico.  10-year acreage dedication > 800 Acres  Volume Commitment > 15,000 Barrels/day	Stateline – Andeavor Logistics RIO Pipeline Interconnection OR Stateline – Plains Pipeline Interconnection OR Stateline – Oryx Interconnection  Loving County, TX	[D] <u>\$ 0.5665</u>
Uncommitted Shipper <sup>4.</sup>		[D] <u>\$0.5665</u>

Bold Johnson Tank Battery(ies) located in Loving County, Texas.	Stateline – Andeavor Logistics RIO Pipeline Interconnection	
10-year acreage dedication > 5 Wellbores	OR Stateline – Plains Pipeline Interconnection	\$0.8000
Volume Commitment > 10,000 Barrels/day	OR Stateline – Oryx Interconnection	\$0.8000
Uncommitted Shipper <sup>4</sup>	Loving County, TX	[D] <u>\$0.7900</u>
<b>PUMPOVER CHARGES</b>		
<b>FROM</b>	<b>TO</b>	<b>PUMPOVER CHARGE IN DOLLARS PER BARREL</b>
Stateline – Andeavor Logistics RIO Pipeline Interconnection	Andeavor Logistics RIO Pipeline Stateline Terminal	[D] <u>\$0.0580</u>

**MISCELLANEOUS****Rate Escalation:**

The rates set forth in this Tariff shall be adjusted upward or downward by Carrier on each July 1<sup>st</sup> to reflect the inflation adjustments promulgated annually by the FERC pursuant to 18 C.F.R. § 342.3(b) or any successor indexing methodology that the FERC may adopt, provided, however, in no event shall the rates for service under a Dedication and Transportation Agreement (including the rates for any Sold Crude Petroleum shipped on Carrier's Pipeline) or a Throughput and Deficiency Agreement, be adjusted downward to be less than the initial rates to be charged Committed Shippers set forth in the initial filing of the initial rate or Tariff. In lieu of the foregoing, and on a not-unduly-discriminatory basis, Carrier may agree in writing with a Committed Shipper that the rate(s) set forth in the initial filing of the Tariff containing such rate(s) shall be escalated at a fixed rate or maximum rate per annum agreed in writing between Carrier and such Committed Shipper.

**Notes:**

1. "Committed Shipper" means (i) a Shipper that has contracted for transporting a Committed Volume under a Throughput and Deficiency Agreement, or (ii) a Shipper that is subject to, or that is purchasing from a producer that is subject to, a Dedication and Transportation Agreement, with respect to production covered by such Dedication and Transportation Agreement. Crude Petroleum which is subject to a Dedication and Transportation Agreement and which is purchased from a Consignor (also referred to as

the “Selling Shipper”) and nominated for receipt under a Transportation Services Agreement is referred to herein as “Sold Crude Petroleum”.

2. Sold Crude Petroleum. In the event that any Committed Shipper subject to a Dedication and Transportation Agreement (“Selling Shipper”) sells to any other Shipper (“Upstream Purchaser”) on the Pipeline any Dedicated Crude Petroleum, which is dedicated under a specific Dedication and Transportation Agreement of such Selling Shipper, at or upstream of any of the Receipt Points on the Pipeline and such Upstream Purchaser has such Crude Petroleum shipped on the Pipeline from such Receipt Points to one or more Delivery Point(s) (the “Sold Crude Petroleum”) then: (A) Selling Shipper, as to such Sold Crude Petroleum, shall not be in breach of such Dedication and Transportation Agreement for not delivering such Sold Crude Petroleum under such agreement; (B) Selling Shipper shall have no obligations or liabilities under such Dedication and Transportation Agreement with respect to any such Sold Crude Petroleum, including any liabilities or payment obligations with respect to, derived from or attributable to such volumes of Sold Crude Petroleum; and (C) for the purposes of determining the applicable transportation rate charged to any Dedicated Crude Petroleum of such Selling Shipper (which is dedicated under such Dedication and Transportation Agreement) shipped hereunder by any Selling Shipper, all volumes of such Sold Crude Petroleum sold by such Selling Shipper shall be deemed to constitute volumes shipped on the Pipeline by such Selling Shipper.

3. For purposes of determining the applicable transportation rate to be charged under the Tariff for any Sold Crude Petroleum dedicated under a specific Dedication and Transportation Agreement with a specific Selling Shipper purchased by Shipper from such Selling Shipper and shipped in any month on the Pipeline, the following volumes shall be counted to determine total volumes of Crude Petroleum dedicated under such specific Dedication and Transportation Agreement: 1) all volumes of Dedicated Crude Petroleum transported under such Dedication and Transportation Agreement of such Selling Shipper; 2) all volumes of such Sold Crude Petroleum shipped by Shipper on the Pipeline; and 3) all volumes of such Sold Crude Petroleum purchased by any other Shipper(s) from such Selling Shipper and shipped by such Shipper(s) on the Pipeline (the sum being “DTA Monthly Total Volume”). All such Sold Crude Petroleum shipped by Shipper on the Pipeline shall be charged the same volume-based transportation rate as would be applicable to the DTA Monthly Total Volume.

4. “Uncommitted Shipper” means a Shipper that is not a Committed Shipper.

#### **Explanation of Reference Marks:**

[N] [N] New

[N] [C] Cancel

[N] [D] Decrease

[W] Change in wording only